

### **REMARKS/ARGUMENTS**

The Office Action of July 11, 2008, has been carefully reviewed and these remarks are responsive thereto. Claims 1, 4, 8, 13-16, 20, 31, 33, 40 and 41 have been amended. Claim 39 has been canceled. No new matter has been added. Claims 1-38, 40 and 41 are pending in this application. Reconsideration and allowance of the instant application are respectfully requested.

#### ***Allowable Subject Matter***

Applicant acknowledges and thanks the Office for the indication of allowable subject matter in claim 19. In view of the present remarks and amendments to the claims, Applicant has not rewritten claim 19 in independent form.

#### ***Rejections Under 35 U.S.C. § 103***

Claims 1-6, 10-28, 31, and 33-41 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Zhou (U.S. Appl. Publ. No. 2003/0018481), Wilce (U.S. Appl. Publ. No. 2003/0023527), and Teng (U.S. Appl. Publ. No. 2002/0152254). Applicant respectfully traverses.

Claim 1 has been amended to include the features of now canceled claim 39, as well as to further clarify that the tagging correlates each user-selected text portion to a user-selected order within a computer-based contract negotiation workflow process, which is not taught or suggested by the cited references. The Office Action alleges that Zhou performs the first two steps of claim 1, principally citing paragraphs 0004-0005, which recite:

[0004] ...The user may select from a variety of different contract types (e.g., step 104) and the system will then begin prompting the user for information to be filled into the contract. For example, current versions of the system may prompt the user for information about the parties to the contact (e.g., step 106). Once the parties are identified, the system presents a questionnaire to the user (e.g., step 108). The questionnaire embodies a logic tree which determines the questions, and their order and sequence. Questions are presented one-at-a-time as determined by the users answers to prior questions. Once the user completes all the questions in the logic tree (e.g., step 110) the system assembles the contract (e.g., step 112) and presents the drafted contract to the user. The user may edit the contact via a word processor and may change the assumptions or answers to questions by back-tacking through the logic tree (e.g., via a wizard interface).  
[0005] Although the ContractMaker™ is a good tool for creating

contracts, it does not provided users with a flexible way to build a framework for generating various types of documents. Moreover, **the system requires that the user build the document in sequence by traversing the logic tree associated with a particular contract document.** (emphasis added).

As is evident from the above cited portion, not only does Zhou fail to teach or suggest the claimed tagging of the document, but Zhou explicitly teaches away from any type of system that allows a user to specify an order in a workflow process, as claimed. Zhou in fact requires that the user build the document in a sequence defined by a logic tree, which is provided *to the user*, **not** *by the user*. Claim 1, however, recites that “tagging correlates each user-selected text portion to a **user-selected order** within a computer-based contract negotiation workflow process” which is different from the system described in Zhou. Neither Wilce nor Teng cure the aforementioned deficiencies of Zhou, and claim 1 is therefore allowable over the art of record.

Claims 2-19 are allowable for at least the same reasons as independent claim 1, and further in view of the additional features recited therein.

For example, with respect to claims 2-4, Teng does not teach or suggest phases, steps, and questions. Even if the workflow of Teng is analogous to either phases OR steps, it does not teach both. Moreover, Teng does not teach or suggest multiple phases each comprising multiple steps, in each of which one or more questions are asked, as claimed. Thus the rejection of claims 2-4 is unsustainable over the art of record.

Additionally with respect to claim 4, Zhou does not teach or suggest that the **user-selected** workflow process parameters comprise questions to be asked. Specifically, Zhou instead indicates in paragraph 0004 (reproduced above) that once the parties are identified, **the system presents a questionnaire to the user.** Zhou does not indicate, teach, or even suggest that the questions are user-selected, as claimed.

With respect to claims 6, 11-12, 15, and 18, the Office fails to establish a prima facie rejection of these claims. For example, claim 6 recites “wherein step (2) comprises the step of detecting user-selected modification of a label used to designate a phase.” However, the rejection merely alleges that “Zhou teaches the user can modify or edit the contract to changes [sic] assumptions about the order of questions.” The rejection fails to identify, however, how or

where the cited reference describes “detecting user-selected modification of a label used to designate a phase” as claimed. The rejections of claims 11 and 12 are similarly deficient.

Claim 15 recites “generating computer displays that are arranged into phases containing steps, wherein the steps comprise one or more questions”. The rejection, however, merely alleges “Zhou teaches generating one or more questions to user” and is devoid of how or where Zhou arranges displays into phases, as claimed.

With respect to independent claim 20, Zhou does not teach reverse engineering any documents, but instead describes a system only for the generation of new documents. More specifically, Zhou makes no mention of superimposing editing tools over a preexisting contract text document, as claimed. Indeed, as evidenced above, paragraphs [0004]-[0005] of Zhou are silent regarding any sort of editing tool or superimposition. Zhou, likewise, is silent regarding tagging. These deficiencies are not cured by the other cited references, and therefore the Office fails to establish a prima facie rejection of claim 20.

In addition, claim 20 is also allowable for similar reasons as discussed above with respect to claim 1 based on similar amendments made to claim 20.

Dependent claims 21-26 are allowable at least based on the allowability of claim 20, and further in view of the features recited therein and discussed above.

Independent Claims 27, 31, 33 and dependent claims 28-30, 32, 34-38, and 40-41 are allowable at least for similar reasons as already discussed.

Claims 7-9, 29, 30, and 32 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Zhou (U.S. Appl. Publ. No. 2003/0018481), Wilce (U.S. Appl. Publ. No. 2003/0023527), and Teng (U.S. Appl. Publ. No. 2002/0152254), and further in view of Dahlin (U.S. Appl. Publ. No. 2004/0122701). Applicant traverses based on the above arguments already presented, and further because Dahlin does not cure the aforementioned deficiencies of the other cited references.

In addition, Dahlin is inapposite to the claimed invention, and also in a different art than any of the other cited references. Specifically, Dahlin describes systems and method for integrating disease management into a physician workflow, whereas the other art describes

document generation systems. It is unclear how one of ordinary skill in the art would look to disease management to solve alleged problems in contract document creation, much less in contract negotiation workflows as claimed.

Furthermore, with respect to claim 8, Dahlin does not teach or suggest “detecting user-selected valid responses for a question that will be asked during the workflow process” as claimed. That is, Dahlin merely describes detecting user answers to questions. Dahlin does not teach or suggest detecting user input that defines valid responses for a question that will be asked, as claimed.

***Request for Telephonic Interview***

To any extent that this amendment does not place this application in condition for allowance, Applicant hereby requests a telephonic interview to discuss any remaining issues in this case.

**CONCLUSION**

All rejections having been addressed, Applicant respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the examiner believes the application is not in condition for allowance or there are any questions, the examiner is requested to contact the undersigned at (202) 824-3153.

Respectfully submitted,

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